

**(Insert Local Area Name here) Workforce Development Board
Local Incumbent Worker Agreement**

Agreement # _____

Effective Date: _____

(Agreement is effective upon execution of the last required signature and will be effective for a period of one year.)

PARTIES

- 1.1 This Agreement is entered into between the (Insert Local Area Name here) Workforce Development Board and _____ (will be referred to as the Business throughout this Agreement). Any notice or communications pursuant to this Agreement shall be in writing and mailed to the following:

(Insert Local Director's name here), Workforce Development Director
(Insert name Administrative Agency) (as Administrative/Fiscal
(Insert contact information here)

BASIS FOR AGREEMENT

- 2.1 Pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations, this agreement is written for the purpose of providing incumbent worker training.
- 2.2 Based on the application submitted by the Business and negotiation between all parties, the Business agrees to train _____ employees as identified in the original approved application for the following training component(s):

- 2.3 The Business warrants that the information set forth in the application is true, correct and complete in all material aspects and that such application may only be amended by prior approval of the (Insert Local Area name here) and subject to mutual agreement by all parties.
- 2.4 The (Insert Local Area name here) is prepared to provide funds not to exceed \$_____ as outlined in the approved application budget. These funds shall be expended solely for the purpose of the identified training cost on a reimbursement and performance method of payment.

TERM OF AGREEMENT

- 3.1 The term of the Agreement shall commence upon execution of the last required signature, and shall remain in effect until the stated purpose, as outlined in Section 2.2 above, is completed to the satisfaction of the (Insert Local Area Name here) but for no longer than a period of one year. Training may not begin prior to the effective date of this Agreement. As specified in the Business's application, the estimated date(s) of training(s) will be:

_____.

PAYMENTS

- 4.1 Schedule: Payments shall be made to the Business on a cost reimbursement basis. The Business will submit to the (Insert Local Area Name here) the Local Incumbent Worker Expenditure Report (Attachment G) including documentation of expenditures (invoice submitted by training provider and proof of payment) in such detail as to provide for a proper pre-audit and post-audit.
- 4.2 Availability of Funds: The (Insert Local Area Name here) liability under this Agreement is contingent upon the continued availability of appropriated and allocated funds under the WIOA. The Business agrees that the (Insert Local Area Name here) shall be the final determiner of the availability of such funds.

REQUIREMENTS

- 5.1 During the term of this Agreement, the Business agrees to:
- A. Comply with all applicable federal, state and local laws related to the execution of the program described in the Local Area Incumbent Worker Application;
 - B. Cooperate with the (Insert Local Area Name here) in every reasonable way to ensure the successful delivery of the training program and attainment of specific training objectives.
- 5.2 Local Incumbent Worker Trainee Roster (Attachment I) & the Local Incumbent Worker Goal Attainment Report (Attachment H): During the term of this Agreement, the Business shall provide the (Insert Local Area Name here) with a completed Local Incumbent Worker Trainee Roster (Attachment I) & the Local Incumbent Worker Goal Attainment Report (Attachment H). This report should be submitted no later than 30 days after each training component.
- 5.3 Audit and Records: During the term of this Agreement, the Business agrees to comply with the following requirements:
- A. Maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures for funds provided by the (Insert Local Area Name here) for a period of three years after conclusion of the Agreement. The aforesaid records, books, documents, and other evidence shall be subject at a reasonable time to inspection, review, or audit by representatives of the (Insert Local Area Name here) and/or state personnel responsible for the oversight, monitoring, and evaluation of the WIOA;
 - B. Submit all bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit;
 - C. Maintain financial records and reports related to funds paid to any parties for work on the matters which are the subject of this Agreement; and
 - D. Include these record-keeping requirements in contracts and subcontracts entered into by the Business with any party for work required under terms of this Agreement.

- 5.4 Liability: The Business assumes the risk of any claims, suits, judgments or damages arising from the Business's performance of, or failure to perform, the tasks and duties which are the subject of this Agreement, or from the Business's participation in the program. The Business shall indemnify, defend, and hold harmless the (Insert Local Area Name here) from all claims, suits, judgments or damages arising out of intentional acts, negligence or omissions the Business's performance of the tasks and duties which are the subject of this Agreement.
- 5.5 The Business shall also cooperate with the (Insert Local Area Name here) in completing surveys after training to assist in determining the long-term effectiveness of Local Incumbent Worker training.
- 5.6 The Business shall act as an independent contractor and not as an employee of the (Insert Local Area Name here) in the performance of the tasks and duties which are specific obligations of the Business pursuant to this Agreement.
- 5.7 Non-discrimination: The Business will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, color, religion, sex, marital status, national origin, age, disability, political affiliation or belief. The United States has the right to seek judicial enforcement of all applicable Non-Discrimination and Equal Opportunity provisions of the WIOA and associated regulations.

TERMINATION

- 6.1 In the event that the Business does not conduct the training specified in the Local Incumbent Worker Application, a business representative will notify (Insert Local Area Name here) of such cancellation as soon as possible.
- 6.2 In the event that the Business materially defaults in the performance of any duty, obligation, covenant or agreement imposed on it or made by it in this Agreement, then the (Insert Local Area Name here) shall provide to the Business notice of such default. The Business shall have fifteen (15) calendar days within which to initiate action to correct the default and thirty (30) calendar days within which either to cure the default, or to demonstrate to the satisfaction of the (Insert Local Area Name here) that corrective action has been taken and will likely result in curing the breach. In the event that the Business fails to cure the default, the (Insert Local Area Name here) will have the right to terminate this Agreement.
- 6.3 The Business shall permit public access to all public documents or other materials prepared, developed or received by them in connection with the performance of their obligations or the exercise of their rights under this Agreement. (Insert Local Area Name here) may terminate this Agreement if the Business fails to allow such public access.

MODIFICATION

- 7.1 No provision for automatic renewal or extension of this Agreement shall be effective.
- 7.2 This writing contains the entire Agreement of the parties. No representations were made or relied upon by any party, other than those that are expressly set forth in this

Agreement. No agent, employee, or other representative of any party is empowered to alter any of the terms of this Agreement, unless done in writing and signed and approved by an authorized signatory of the (Insert Local Area Name here) and an authorized

executive officer of the Business. The parties agree to renegotiate this Agreement if revisions of any applicable laws, regulations or decreases in allocations make changes to this Agreement necessary.

GENERAL CONDITIONS

- 8.1 The Business acknowledges and agrees that any expenses incurred above and beyond the Local Incumbent Worker grant funds shall be borne and paid by the Business will be liable for any project funds used for purposes other than payment of costs listed in the approved budget. The Business shall indemnify and hold the (Insert Local Area Name here) harmless for claims made by any third party with respect to expenses incurred or activities performed by the Business in fulfillment of this project.
- 8.2 The following activities **shall not** be funded with any of the Local Incumbent Worker grant funds: (a) trainees' wages, salaries or fringe benefits; (b) purchase of capital equipment, furniture or fixtures; (c) lobbying of state or federal legislatures, judiciaries or agencies; (d) real estate, capital or facilities improvements or renovations; (e) business relocation expenses; (f) costs incurred prior to the effective date of this Agreement; (g) employment or training in sectarian activities.
- 8.3 The parties agree to comply with all the terms and provisions of this Agreement including and incorporating herein the following specified Local Incumbent Worker Attachments:
 - A. (Local Area name Local Incumbent Worker) Guidelines
 - B. (Local Area name Local Incumbent Worker) Pre-Award Questionnaire
 - C. (Local Area name Local Incumbent Worker) Business Application
 - D. (Local Area name Local Incumbent Worker) Application Assessment
 - E. (Local Area name Local Incumbent Worker) Agreement
 - F. (Local Area name Local Incumbent Worker) Trainee Application
 - G. (Local Area name Local Incumbent Worker) Expenditure Report
 - H. (Local Area name Local Incumbent Worker) Goal Attainment Report
 - I. (Local Area name Local Incumbent Worker) Trainee Roster
 - J. (Local Area name Local Incumbent Worker) Final Report
- 8.4 The parties recognize and agree that the laws of the state of North Carolina and the federal WIOA and accompanying regulations shall govern the interpretation and enforcement of this agreement. Any action brought pursuant to this agreement shall be brought in the state of North Carolina.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

(Insert Local Area Name here)

BY: _____
Signature of Executive Director

NAME: _____

TITLE: Executive Director

DATE: _____

BY: _____
Signature (Authorized Representative)

NAME: _____
Print or Type

TITLE: _____
Print or Type

DATE: _____

This instrument has been pre-audited in the manner required by the Local Government Budget & Fiscal Control Act.

SIGNATURE OF FINANCE OFFICER:
